

December 30, 2019

Via Certified and Regular Mail

Randall D. White, Esq.  
Connors LLP  
1000 Liberty Building  
Buffalo, New York 14202

REC'D DEC 31 2019

Re: *LG 25 Doe v. Douglas Faraci, et al.*  
(Sup. Ct. Erie Co., Index No. 812755/2019)  
Our File: 14008.0001

Dear Mr. White:

As you are aware, the undersigned represents Employers Mutual Liability Insurance Company of Wisconsin, Wausau Underwriters Insurance Company, and Employers Insurance of Wausau (hereinafter collectively "Wausau"). Your letter of December 4, 2019 to Eric Verber tendering numerous lawsuits to Wausau for coverage has been turned over to the undersigned for response. This letter is to address your request for coverage in connection with the matter captioned *LG 25 Doe v. Douglas Faraci, et al.* (Sup. Ct. Erie Co., Index No. 812755/2019) (the "Lawsuit"). Please be advised that Wausau continues its investigation of the Lawsuit, and the incident(s) alleged therein, subject to the reservations of rights/partial disclaimer outlined and discussed below.

Your letter of December 4, 2019, tenders the defense and indemnification of the Diocese in connection with numerous legal proceedings, including the Lawsuit, under the following policies (the "Policies"):

COMPANY	POLICY	POLICY PERIOD
Employers Mutual Liability Insurance Company of Wisconsin	0921-00-048397	7/1/78 – 7/1/80
Employers Mutual Liability Insurance Company of Wisconsin	0920-03-048397	7/1/79 – 7/1/80
Wausau Underwriters Insurance Company	0926-06-048397	7/1/83 – 7/1/84

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notice of the "occurrences" or incident(s) alleged in the Lawsuit, or any potential claims arising therefrom, as soon as practicable.

Subject to the reservation of rights and/or partial disclaimers referenced, as well as the deductible set forth in the Policies, Wausau hereby acknowledges its defense obligation to the Diocese of Buffalo in connection with the Lawsuit pursuant to primary policy 0921-00-048397 only. Policies 0920-03-048397 and 0934-03-048397 are excess policies that do not provide coverage for the relevant time period, and as such, Wausau's duties under either have not been triggered.

Please advise if any other insurers have been placed on notice of the Lawsuit, and whether such insurers have acknowledged their defense obligation in connection therewith and retained defense counsel to defend the Diocese. If so, Wausau will coordinate the defense of the Diocese with such other insurers. If not, Wausau will retain counsel to defend the Diocese in connection with the Lawsuit.

Please be advised that this letter sets forth Wausau's position based on the limited information known to date. Wausau expressly reserves the right to supplement this letter at any future point, if any additional fact, circumstance or policy information is discovered in the future, which would warrant such a supplement. Wausau further reserves the right to assert any term, condition or provision of the Policies not yet mentioned, or any other coverage defense which may be applicable. Wausau refers to the Policies as if fully set forth herein. The failure to specifically cite any policy term, exclusion, condition or definition shall not be construed as a basis for a claim of waiver or estoppel.

Wausau reserves the right to resolve any coverage or contract issue involving this matter by filing an action for declaratory relief.

Should you wish to take this matter up with the New York State Department of Financial Services, you may contact them on the internet at: <http://www.dfs.ny.gov/consumer/filecomplaint.htm>; or by mail at: Department of Financial Services, Consumer, Assistance Unit, One Commerce Plaza, Albany, New York 12257; or via telephone at: (800) 342-3736 or (212) 480-6400.

Very truly yours,

s/Jeffrey L. Kingsley  
Jeffrey L. Kingsley

JS:mpc

cc: Richard P. Weisbeck, Jr., Esq.  
Christina M. Croglia, Esq.  
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